

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant DCI Group, L.L.C. 1828 L Street, NW, Suite 400 Washington, DC 20036		2. Registration No. 6140
3. Name of Foreign Principal H.E. Elin Suleymanov	4. Principal Address of Foreign Principal The Embassy of the Republic of Azerbaijan 2741 43rd Street, NW Washington, DC 20008	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant The Embassy of the Republic of Azerbaijan b) Name and title of official with whom registrant deals H.E. Elin Suleymanov		
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals c) Principal aim		

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 01, 2012	Justin Peterson, Managing Partner	/s/ Justin Peterson

eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

DCI Group, L.L.C.

2. Registration No.

6140

3. Name of Foreign Principal

H.E. Elin Suleymanov, Ambassador to the United States of America

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

DCI Group, L.L.C. will make strategic recommendations, perform public relations and media outreach, and build relationships with think tanks on behalf of Azerbaijan.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As indicated in Attachment A of the agreement, DCI will assist the Embassy of Azerbaijan with public relations and media strategy and outreach, including developing contacts with the media, working to promote media coverage of issues important to our client and, if requested, developing informational materials for distribution through various media. DCI will identify speaking opportunities in the United States for Azerbaijani officials and will assist in developing speeches. DCI will also build relationships with think tanks and other policy thought leaders and institutions to promote a deeper understanding of Azerbaijan's strategic partnership with the U.S, its role in Asia, and the issues and strategic policy concerns that are important to the country.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Political activities will consist of communicating with public and private sector leaders to explain the benefits of the bilateral relationship between the US and Azerbaijan, the importance of the country's energy resources to US and regional security, and the national security implications of the country's partnership with the US. DCI also intends to provide information and other data to foreign policy leaders that promote and are beneficial to Azerbaijan's policy interests.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 01, 2012	Justin Peterson, Managing Partner	/s/ Justin Peterson eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Client Services Agreement

This Agreement (hereinafter "Agreement") is entered into as of **October 1, 2012**, between Embassy of the Republic of Azerbaijan ("Client") and DCI Group, LLC ("Consultant").

In consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between Client and Consultant as follows:

Section 1

Consultant Services:

Consultant will assist and advise Client with respect to agreed-upon public affairs services, as specified in this Agreement or work orders to this Agreement or as otherwise assigned to Consultant in writing by Client (with any such written assignments including email communications deemed Work Orders under this Agreement) ("Work Orders").

Section 2

Independent Contractor:

Consultant shall act solely as an independent contractor, not as an employee or agent of Client. Accordingly, Client will not exercise control over the manner, time, or place in which any services rendered by Consultant or its members, officers, agents, and employees are performed. Additionally, Consultant, including its principals and employees, understands that it will not be eligible for any Client employment benefits currently provided to employees of Client. Unless specifically authorized in writing, Consultant agrees not to enter into any agreement with any third party on behalf of Client and agrees that it shall not represent to any third party that it has authority to enter into any such agreement.

Section 3

Compliance with Applicable Laws and Regulations:

Subject to the foregoing, all services rendered by Consultant in the term of this engagement will be rendered in accordance with all applicable federal and state laws and regulations, including, without limitation, the Honest Leadership and Open Government Act of 2007, the Federal Election Campaign Act of 1971, as amended, the Bipartisan Campaign Reform Act of 2002, the Gift Rules Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, the Lobbying Disclosure Act of 1995, as amended, the Foreign Agents Registration Act of 1938, as amended, and the lobbying and gift rule requirements of any state or local government.

Section 4

Term of Agreement:

This Agreement will become effective as of October 1, 2012, and will terminate on March 31, 2013, unless the parties mutually agree in writing to extend the Agreement.

Either Consultant or Client may terminate this Agreement by providing 30 day written termination notice to the other.

Section 5

Compensation & Expenses:

For general public affairs management services as outlined in Attachment A, Consultant will receive from Client a fee of \$20,000.00 per month, plus all reasonable out-of-pocket expenses, including travel-related expenses, not to exceed \$5,000.00 per month. Between the 1st and 5th of each month,

Consultant shall invoice Client for the fee for that month. Client shall pay each invoice within 30 days of the invoice date. For any professional fees charged on an hourly basis, Consultant also will invoice Client on or before the 15th of each month for fees incurred in the prior month. Client shall pay each invoice within 30 days of the invoice date.

Between the 15th and 20th of each month Consultant shall invoice Client for any reasonable out of pocket expenses incurred but not previously billed. Client shall pay such invoice within 30 days of the invoice date.

In addition to the foregoing, the parties may mutually agree to enter into additional Work Orders for Consultant to perform additional public affairs programmatic services, such as, but not limited to field operations, surrogate operations, media strategy and buying, direct mail, and phone outreach. However, prior to Consultant initiating work with respect to any additional services, Client and Consultant shall mutually agree upon the scope of such services. The fee that Consultant will receive from Client for such services shall be as specified in this Agreement, unless the parties otherwise agree in writing with respect to any subsequent Work Order. Between the 15th and 20th of each month, Consultant shall invoice Client for these expenses incurred but not previously billed. Client shall pay each invoice within 30 days of the invoice date.

Client generally will directly fund Media Buys to the ad agency or media outlet. Where it is desirable for Consultant to manage the media relationship and make payments to the ad agency or media outlet on behalf of Client, Consultant will immediately invoice Client for any media buys funded by Consultant. Client shall pay each invoice within ten days of the media buy for amounts less than \$100,000. For Media Buys funded by Consultant on behalf of Client that are greater than \$100,000, Client will pay the invoice within three (3) business days of the invoice date.

The mode of payment by Client for all invoices shall be by electronic funds transfer or ACH transaction. Standard Electronic Payment Specifications will be provided by Consultant's Accounting Department.

Client shall provide below the name, address, telephone number and email address of Client's billing contact:

Name Elin Subeymanov
Address 2741 34th St, N.W. Washington, DC 20008
Telephone Number (202) 337 3500 Email Address office@azembary.us

Section 6

Confidentiality:

From time to time, Client may share with Consultant non-public or proprietary information related to Client business in order to assist Consultant in performing the services outlined in this Agreement. All such information, whether provided orally or in writing, shall be considered confidential. Unless otherwise required by law or court order, Consultant agrees not to disclose any such information

to any person not an employee or agent of Consultant without the prior written consent of Client and to provide prompt notice to Client of any judicial or quasi-judicial demand for such information. Notwithstanding the foregoing, Client acknowledges Consultant's obligations to file disclosure reports as required by law with any governmental entity.

Likewise, Client may become aware of information about Consultant, its business operations, and its methods of performance that may be highly confidential and proprietary to Consultant and which is generally not known to the general public or in the business which Consultant and its other clients are engaged. Client will treat all such information as confidential, unless such information is in the public domain. Unless otherwise required by law or court order, Client agrees not to disclose any such information to any person not an employee or agent of Client without the prior written consent of Consultant and to provide prompt notice to Consultant of any judicial or quasi-judicial demand for such information.

Section 7

Entire Agreement:

This Consulting Agreement and any Work Orders hereunder constitute the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings and understandings. This Agreement may be modified or amended only by a written amendment signed by the parties.

Section 8

Non-Assignment:

This Agreement may not be assigned by either Consultant or Client by agreement or operation of law without the written consent of the other. Nothing in this Agreement, express or implied, is intended to or shall (i) confer on any person other than the parties hereto, or their permitted successors or assigns, any rights to remedies under or by reason of this Agreement; (ii) constitute the parties hereto partners or participants in a joint venture; or (iii) appoint one party the agent of the other.

Section 9

Governing Law and Dispute Resolution:

This Agreement shall be deemed to have been made in the District of Columbia, and shall be construed and enforced in accordance with the law of the District of Columbia, without reference to principles of conflicts of laws thereof.

Any claim, dispute, controversy or other matter in question with regard to this Agreement shall exclusively be subject to final binding arbitration in accordance with the Commercial Arbitration rules and regulations of the American Arbitration Association (AAA). The parties shall not submit claims for punitive damages, and do hereby waive any right to the same, and the arbitrators shall not be authorized to award punitive damages. The parties or the arbitrators, as appropriate, shall undertake the duties of the AAA under the AAA rules. All arbitrations shall be conducted in the District of Columbia.

Section 10

Warranties:

Consultant warrants that it will (i) perform in accordance with the generally accepted standards of the industry; (ii) deliver a product or service that conforms to the specifications set by the Client in this Agreement or Work Orders; and (iii) preserve the Client's confidential information. Client warrants that it is not restricted by any law or agreement in assigning Consultant these services.

Section 11

Indemnification:

Consultant agrees to indemnify and hold Client harmless from any costs, expenses (including reasonable attorneys' fees) losses, liabilities and damages ("indemnified damages") that Client may incur as a direct result of any claim or suit to the extent those indemnified damages are caused by a breach of the warranties set forth in Section 10 of this Agreement, provided that Client promptly notifies Consultant of any such suit or claim and cooperates with Consultant in defending or settling the claim or suit.

Client agrees to indemnify and hold Consultant harmless from any costs, expenses (including reasonable attorneys' fees) losses, liabilities and damages ("indemnified damages") that Consultant may incur as a direct result of any claim or suit related to the Services under this Agreement with the exception of those arising from the gross negligence or willful misconduct of Consultant.

Section 12

Severability:

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each and every remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 13

Notices:

Any notices to be given hereunder by a party to the other may be effected either by personal delivery in writing, by guaranteed overnight delivery, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change the address upon written notice in accordance with this section. Notices delivered personally will be deemed communicated as of actual receipt; mailed or overnighted notices will be deemed communicated as the date received.

Section 14

Survivability of Provisions:

Sections 6, 9, 10, 11 and 12 of this Agreement shall survive any termination or expiration of this Agreement.

Section 15

Parties-in-Interest; Execution of Agreement:

There are no third party beneficiaries to this Agreement, and no third party may invoke any provision hereof in its defense or in advancing any grievance or position as against any other person or entity.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and such counterparts together shall constitute but one and the same instrument.

This Agreement shall not be binding upon Client or Consultant unless executed on its behalf by a duly authorized Officer or Member. Client and Consultant, and the individuals executing this Agreement represent such individuals have been and are duly authorized by all necessary and appropriate corporate or other action to execute same on behalf of Client and Consultant, respectively.

Client's and Consultant's signature below indicates Client's and Consultant's understanding of, and concurrence with, all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized Officer(s), Manager(s) and/or Member(s).

Embassy of the Republic of Azerbaijan

By: 

H.E. Elin Suleymanov

Ambassador to the United States of America
Embassy of the Republic of Azerbaijan
2741 43th Street, NW
Washington, DC 20008

DCI Group, L.L.C.

By: 

Justin Peterson

Managing Partner
DCI Group, L.L.C.
1828 L Street NW, Suite 400
Washington, D.C. 20036

Attachment A

STRATEGIC RECOMMENDATIONS

In engaging with key influencers inside and outside Washington, we will highlight:

1. The importance of the bilateral economic relationship between the United States and Azerbaijan.
2. Azerbaijan's energy resources and what they mean for US and regional energy security.
3. The national security implications of Azerbaijan's partnership with the United States and its regional relationships.

PUBLIC RELATIONS AND MEDIA OUTREACH

DCI Group will:

- Develop a comprehensive matrix of US and international press contacts that have covered Azerbaijan or the region.
- Work to help craft and place op-eds in major online and traditional news outlets.
- Work to secure articles and editorial coverage inside and outside of Washington.
- Offer media training for any Azerbaijan officials coming to the United States.
- Identify opportunities to promote adventure tourism via a trip for travel journalists to Azerbaijan.

Additionally, we have the capacity to create and place television commercials, radio ads, print and online ads to amplify the messages nationally or in target states, to elevate the campaign.

Build relationships with think tanks.

In many respects, US think tanks are vital contributors to the formulation of US policy and serve as validators of official policy positions. Think tanks work closely with the administration on many areas and often brief congressional members and staff on key issues. Azerbaijan should ensure that key think tanks have a deeper understanding of the country's strategic partnership with the United States and Azerbaijan's role in the region. There may also be opportunities to better educate experts in think tanks on some aspects of the Armenia messaging campaign.

DCI Group will:

- Develop a core group of think tanks for outreach and define new topics for positive engagement that parallel Azerbaijan's strategic goals in the United States.
- Provide a survey of current scholarship and recommend where and how to productively engage on other topics on which Azerbaijan is already exposed, including Afghanistan and the Northern Distribution Network and Nagorno-Karabakh.
- Identify speaking opportunities for the ambassador and select visiting officials, including the drafting of remarks and speeches, as required.

- Craft a program of engagement with important NGOs in Washington, which are often thought of like think tanks, and better define their core concerns for the government of Azerbaijan.